

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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PAVLE ZIVKOVIC, *on behalf of himself and others
similarly situated,*

Plaintiff,

v.

LAURA CHRISTY LLC d/b/a VALBELLA,
LAURA CHRISTY MIDTOWN LLC, DAVID
GHATANFARD, and GENCO LUCA,

Defendants.

ORIGINAL

17-CV-00553 (GHW)

JURY VERDICT FORM

We, the jury in the above-entitled action, render the following verdict on the questions submitted to us.

**I. QUESTIONS RELATING TO WAGE AND HOUR CLAIMS AGAINST
DEFENDANT LAURA CHRISTY LLC ("VALBELLA MEATPACKING")**

Question No. 1 – Written Notice of the Tip Credit

On the Subclass Members' claim that they were not given adequate written notice of the tip credit at Valbella Meatpacking, we find in favor of:

Subclass Members ✓ Valbella Meatpacking _____

If the answer to Question No. 1 is "Subclass Members," answer Question No. 2. If the answer to Question No. 2 is "Valbella Meatpacking," skip Question No. 2 and proceed to Question No. 3.

Question No. 2 – Tip Credit Damages

For each year between January 25, 2011 and December 3, 2018, state the total number of hours that Subclass Members worked and were improperly paid at the tip credit hourly rate at Valbella Meatpacking:

2011	32,032
2012	32,032
2013	32,032
2014	32,032
2015	32,032
2016	32,032
2017	32,032
2018	32,032

Question No. 3 – Spread of Hours Pay

On the Subclass Members' claim that they did not always receive spread of hours pay at Valbella Meatpacking, we find in favor of:

Subclass Members ☒ Valbella Meatpacking ☐

If the answer to Question No. 3 is "Subclass Members," answer Question No. 4. If the answer to Question No. 3 is "Valbella Meatpacking," skip Question No. 4 and proceed to Question No. 5.

Question No. 4 – Spread of Hours Pay

State the number of spread of hour shifts Subclass Members worked each week and for which they were not paid spread of hours pay between January 25, 2011 and December 3, 2018, and then multiply that number by 52 to arrive at the annual total:

2011: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2012: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2013: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2014: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2015: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2016: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2017: number of spread of hour shifts worked per week 13 x 52 weeks = 676
 2018: number of spread of hour shifts worked per week 13 x 52 weeks = 676

Question No. 5 – Overtime Violations

On the Subclass Members' claim that they were not always paid the appropriate overtime rates at Valbella Meatpacking, we find in favor of:

Subclass Members ✓ Valbella Meatpacking _____

If the answer to Question No. 5 is "Subclass Members," answer Question No. 6. If the answer to Question No. 5 is "Valbella Meatpacking," skip Question No. 6 and proceed to Question No. 7.

Question No. 6 – Overtime Violations

For each year between January 25, 2011 and December 3, 2018, state (a) the overtime rate the Subclass Members were paid in each year, and (b) the total number of hours the Subclass Members were paid at those rates:

Year	Incorrect Overtime Rate Paid	Hours Paid at Incorrect Rate, if any
2011	5.00	768.96
2012	5.00	876.
2013	5.00	913.1
2014	6.25 *	1232.5 * Average
2015	7.50	1860.75
2016	11.25	2603.75
2017	11.25	2386.75
2018	13.42 *	1989.5 * Average

Question No. 7 - Liquidated Damages

Only answer Question No. 7 if you answered "Subclass Members" on Question Nos. 1, 3, and/or 5. If you answered "Valbella Meatpacking" on all of Question Nos. 1, 3, and 5, skip Question No. 7 and proceed to Question No. 8.

On the question of whether Valbella Meatpacking proved by a preponderance of the evidence that it took active good faith steps to ensure that it knew the legal requirements and that it was acting in accordance with those requirements, we find in favor of:

Subclass Members ☒ Valbella Meatpacking ☐

Question No. 8 – New Hire Notices

On the Subclass Members' claim that they did not always receive proper written notices of their pay rate when they were first hired, we find in favor of:

Subclass Members ✓ Valbella Meatpacking _____

If the answer to Question No. 8 is "Subclass Members," answer Question Nos. 9 and 10. If the answer to Question No. 8 is "Valbella Meatpacking," skip Question Nos. 9 and 10, and proceed to Question No. 11.

Question No. 9 – New Hire Notice Penalties

For how many total eligible workweeks between April 8, 2011 and February 26, 2015 are Subclass Members entitled to a penalty for not being provided a new hire notice at Valbella Meatpacking?

(state number of eligible workweeks) 203

Question No. 10 – New Hire Notice Penalties

For how many total eligible workdays between February 27, 2015 and December 3, 2018 are Subclass Members entitled to a penalty for not being provided a new hire notice at Valbella Meatpacking?

(state number of eligible workdays) 1365

Question No. 11 – Wage Statements

On the Subclass Members' claim that they did not always receive proper wage statements that stated the allowances Valbella Meatpacking was taking from the Subclass Members' wages, we find in favor of:

Subclass Members ✓ Valbella Meatpacking _____

If the answer to Question No. 11 is "Subclass Members," answer Question No. 12. If the answer to Question No. 11 is "Valbella Meatpacking," skip Question No. 12, and proceed to Question No. 13.

Question No. 12 – Wage Statements Penalties

For how many total eligible workweeks between January 25, 2011 and December 3, 2018 are the Subclass Members entitled to a penalty for not being provided proper wage statements at Valbella Meatpacking?

(state number of eligible workweeks) 409

Question No. 13 – Affirmative Defense

Only answer Question No. 13 if you answered "Subclass Members," to Question Nos. 8 and/or 11. If you answered "Valbella Meatpacking" on both Question Nos. 8 and 11, skip Question No. 13 and proceed to Question No. 14.

On the claim that Valbella Meatpacking has proved by a preponderance of the evidence that it made a complete payment of wages to the Subclass Members, we find in favor of:

Subclass Members ☒ Valbella Meatpacking ☐

Question No. 14 – Ghatanfard Employer Status

On the claim that Defendant David Ghatanfard was the Subclass Members' employer at Valbella Meatpacking, we find in favor of:

Subclass Members ☒ Defendant Ghatanfard ☐

**II. QUESTIONS RELATING TO WAGE AND HOUR CLAIMS AGAINST
DEFENDANT LAURA CHRISTY MIDTOWN LLC ("VALBELLA MIDTOWN")**

Question No. 1 – Written Notice of the Tip Credit

On Subclass Members' claim that they were not given adequate written notice of the tip credit at Valbella Midtown, we find in favor of:

Subclass Members ✓ Valbella Midtown

If the answer to Question No. 1 is "Subclass Members," answer Question No. 2. If the answer to Question No. 2 is "Valbella Midtown," skip Question No. 2 and proceed to Question No. 3.

Question No. 2 – Tip Credit Damages

For each year between January 25, 2011 and December 3, 2018, state the total number of hours that Subclass Members worked and were improperly paid at the tip credit hourly rate at Valbella Midtown:

2011	30,706
2012	30,706
2013	30,706
2014	30,706
2015	30,706
2016	30,706
2017	30,706
2018	30,706

Question No. 3 – Spread of Hours Pay

On the Subclass Members' claim that they did not always receive spread of hours pay at Valbella Midtown, we find in favor of:

Subclass Members ✓ Valbella Midtown _____

If the answer to Question No. 3 is "Subclass Members," answer Question No. 4. If the answer to Question No. 3 is "Valbella Midtown," skip Question No. 4 and proceed to Question No. 5.

Question No. 4 – Spread of Hours Pay

State the number of spread of hour shifts Subclass Members worked each week and for which they were not paid spread of hours pay between January 25, 2011 and December 3, 2018, and then multiply that number by 52 to arrive at the annual total:

2011: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2012: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2013: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2014: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2015: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2016: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2017: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24
 2018: number of spread of hour shifts worked per week 13.12 x 52 weeks = 682.24

Question No. 5 – Overtime Violations

On the Subclass Members' claim that they were not always paid the appropriate overtime rates at Valbella Midtown, we find in favor of:

Subclass Members ✓ Valbella Midtown _____

If the answer to Question No. 5 is "Subclass Members," answer Question No. 6. If the answer to Question No. 5 is "Valbella Midtown," skip Question No. 6 and proceed to Question No. 7.

Question No. 6 – Overtime Violations

For each year between January 25, 2011 and December 3, 2018, state (a) the overtime rate the Subclass Members were paid in each year, and (b) the total number of hours the Subclass Members were paid at those rates:

Year	Incorrect Overtime Rate Paid	Hours Paid at Incorrect Rate, if any	
2011	5.00	135	
2012	5.00	631	
2013	6.54 *	409.26	* Average
2014	8.07	867	
2015	7.50	58	
2016	9.38	409.26	* Average
2017	11.25	499.05	
2018	13.42	371.55	

Question No. 7 - Liquidated Damages

Only answer Question No. 7 if you answered "Subclass Members" on Question Nos. 1, 3, and/or 5. If you answered "Valbella Midtown" on all of Question Nos. 1, 3, and 5, skip Question No. 7 and proceed to Question No. 8..

On the question of whether Valbella Midtown acted in good faith to ensure that it knew the legal requirements and acted in accordance with those requirements, we find in favor of:

Subclass Members ☒ Valbella Midtown ☐

Question No. 8 – New Hire Notices

On the Subclass Members' claim that they did not receive proper written notices of pay rate when they were first hired, we find in favor of:

Subclass Members ✓ Valbella Midtown _____

If the answer to Question No. 8 is "Subclass Members," answer Question Nos. 9 and 10. If the answer to Question No. 8 is "Valbella Midtown," skip Question Nos. 9 and 10, and proceed to Question No. 11.

Question No. 9 – New Hire Notice Penalties

For how many total eligible workweeks between April 8, 2011 and February 26, 2015 are Subclass Members entitled to a penalty for not being provided a new hire notice at Valbella Midtown?

(state number of eligible workweeks) 203

Question No. 10 – New Hire Notice Penalties

For how many total eligible workdays between February 27, 2015 and December 3, 2018 are Subclass Members entitled to a penalty for not being provided a new hire notice at Valbella Midtown?

(state number of eligible workdays) 1365

Question No. 11 – Wage Statements

On the Subclass Members' claim that they did not always receive proper wage statements that stated the allowances Valbella Midtown was taking from Subclass Members' wages, we find in favor of:

Subclass Members ✓ Valbella Midtown _____

If the answer to Question No. 11 is "Subclass Members," answer Question Nos. 12 and 13. If the answer to Question No. 11 is "Valbella Midtown," skip Question No. 12, and proceed to Question No. 13.

Question No. 12 – Wage Statements Penalties

For how many total eligible workweeks between January 25, 2011 and December 3, 2018 are Subclass Members entitled to a penalty for not being provided proper wage statements at Valbella Midtown?

(state number of eligible workdays) 409

Question No. 13 – Affirmative Defense

Only answer Question No. 13 if you answered "Subclass Members," to Question Nos. 8 and/or 11. If you answered "Valbella Midtown" on both Question Nos. 8 and 11, skip Question No. 13 and proceed to Question No. 14.

On the claim that Valbella Midtown has proved by a preponderance of the evidence that it made a complete payment of wages to Subclass Members, we find in favor of:

Subclass Members ☒ Valbella Midtown ☐

Question No. 14 – Ghatanfard Employer Status

On the claim that Defendant David Ghatanfard was the Subclass Members' employer, we find in favor of:

Subclass Members ☒ Defendant Ghatanfard ☐

III. DISCRIMINATION AND BATTERY CLAIMS

Question No. 1 – Discrimination on the Basis of National Origin

On the claim that Defendant Luca discriminated against Plaintiff Zivkovic, we find in favor of:

Plaintiff Zivkovic ✓ Defendant Luca _____

If the answer to Question No. 1 is "Plaintiff Zivkovic," answer Question Nos. 2 through 6. If the answer to Question No. 1 is "Defendant Luca," skip Question Nos. 2 through 6 and proceed to Question No. 7.

Question No. 2 – Discrimination on the Basis of National Origin

On the claim that Valbella Midtown is liable for Defendant Luca's discriminatory conduct, we find in favor of:

Plaintiff Zivkovic ✓ Valbella Midtown _____

Question No. 3 – Discrimination on the Basis of National Origin

On the claim that Defendant Ghatanfard is liable for Defendant Luca's conduct, we find in favor of:

Plaintiff Zivkovic ✓ Defendant Ghatanfard _____

Question No. 4 – Discrimination – Compensatory Damages

- A. If you answered "Plaintiff Zivkovic" to Question No. 1, state the amount that Defendant Luca must pay for Plaintiff's compensatory damages, including reputational harm or emotional distress.

\$ 5,000 -

- B. If you answered "Plaintiff Zivkovic" to Question No. 2, state the amount that Defendant Valbella Midtown must pay for Plaintiff's compensatory damages, including reputational harm or emotional distress.

\$ 2,500 -

- C. If you answered "Plaintiff Zivkovic" to Question No. 3, state the amount that Defendant Ghatanfard must pay for Plaintiff's compensatory damages, including reputational harm or emotional distress.

\$ 2,500

Question No. 5 – Discrimination – Punitive Damages

On the claim that Plaintiff Zivkovic is entitled to punitive damages, we find in favor of:

Plaintiff Zivkovic ✓ Defendants Luca, Ghatanfard, and/or Valbella Midtown

If the answer to Question No. 5 is "Plaintiff Zivkovic," answer Question No. 6. If the answer to Question No. 5 is "Defendants Luca, Ghatanfard, and/or Valbella Midtown" skip Question No. 6 and proceed to Question No. 7.

Question No. 6 – Discrimination – Punitive Damages

- A. If you answered "Plaintiff Zivkovic" to Question Nos. 1 and 5, state the amount that Defendant Luca must pay for Plaintiff Zivkovic's punitive damages.

\$ 20,000. -

- B. If you answered "Plaintiff Zivkovic" to Question Nos. 2 and 5, state the amount that Valbella Midtown must pay for Plaintiff Zivkovic's punitive damages.

\$ 450,000.

- C. If you answered "Plaintiff Zivkovic" to Question Nos. 3 and 5, state the amount that Defendant Ghatanfard must pay for Plaintiff Zivkovic's punitive damages.

\$ 200,000. -

Question No. 7 – Battery

On the claim that Defendant Luca committed battery against Plaintiff Zivkovic, we find in favor of:

Plaintiff Zivkovic Defendant Luca

If the answer to Question No. 7 is "Plaintiff Zivkovic," answer Question Nos. 8 through 11. If the answer to Question No. 7 is "Defendant Luca," skip to the next section.

Question No. 8 – Battery – Damages

State the amount that Defendant Luca must pay for Plaintiff Zivkovic's compensatory damages as a result of any battery Defendant Luca committed.

\$ _____

Question No. 9 – Battery – *Respondeat Superior* of Valbella Midtown

On the claim that Valbella Midtown is responsible for any battery committed by Defendant Luca against Plaintiff Zivkovic under the doctrine of *respondeat superior*, we find in favor of:

Plaintiff Zivkovic _____ Valbella Midtown _____

If the answer to Question No. 9 is "Plaintiff Zivkovic," answer Question No. 10. If the answer to Question No. 9 is "Defendant Valbella Midtown," skip to Question No. 11.

Question No. 10 – Battery – Damages

State the amount that Defendant Valbella Midtown must pay for Plaintiff's compensatory damages as a result of any battery Defendant Luca committed:

\$ _____

Question No. 11 – Battery – *Respondeat Superior* of Defendant Ghatanfard

On the claim that Defendant Ghatanfard is responsible for any battery committed by Defendant Luca against Plaintiff Zivkovic under the doctrine of *respondeat superior*, we find in favor of:

Plaintiff Zivkovic _____ Defendant Ghatanfard _____

If the answer to Question No. 11 is "Plaintiff Zivkovic," answer Question No. 12. If the answer to Question No. 11 is "Defendant Ghatanfard," skip to next section.

Question No. 12 – Battery – Damages

State the amount that Defendant Ghatanfard must pay for Plaintiff's compensatory damages as a result of any battery Defendant Luca committed:

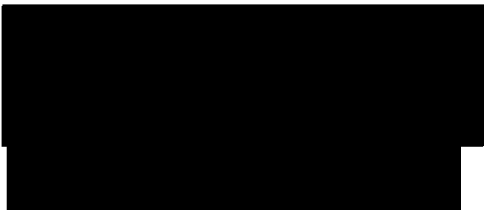
\$ _____

IV. SINGLE INTEGRATED EMPLOYER STATUS

Question No. 1 – Whether Valbella Meatpacking and Valbella Midtown are a Single Integrated Entity

On the claim that Valbella Meatpacking and Valbella Midtown are a single integrated entity, we find in favor of:

Plaintiffs ✓ Valbella Midtown and Valbella Meatpacking _____



4.11.22 @ 2:45pm
Date

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